

XI. Cross Connects

- A. The cross connect is the media between the SWBT distribution frame and an Cox designated collocation or to other SWBT unbundled network elements purchased by Cox.
- B. SWBT offers a choice of four types of cross connects with each unbundled loop type. The applicable cross connects are as follows:
  - 1. Cross connect to DCS
  - 2. Cross connect to MUX
  - 3. Cross connect to Collocation demarcation point
  - 4. Cross connect to Switch Port
- C. Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).
  - 1. The Cox must specify when placing an UDT order, in what order the unbundled network components are to be connected.
  - 2. The Cross Connect being requested must have a compatible interface to each of the elements which the Cross Connect is joining together.
  - 3. The following cross connects are available with UDT:
    - a. Voice Grade 2-Wire
    - b. Voice Grade 4-Wire
    - c. DS0 - DCS to Collocation
    - d. DS1
    - e. DS3
    - f. OC3
    - g. OC12
    - h. OC48

XII. Pricing

- A. Attached hereto as UNE Attachment 1 is a schedule which reflects the prices at which SWBT agrees to furnish Unbundled Network Elements to Cox. Cox agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis at prices as contained in UNE Attachment 1.
- B. For any rate element and/or charge contained in or referenced to in this Appendix that are not listed in the attached UNE Attachment 1, including Bona Fide Requests, SWBT and Cox will negotiate prices.

- C. Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. Interest will apply on overdue amounts.
- D. SWBT will recover the costs of modifying its outside plant facilities for Cox space requirements. These costs will be recovered via the Bona Fide Request process described herein.
- E. **Recurring Charges**
  - 1. Unless otherwise listed below, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process may be longer.
  - 2. When an unbundled network element with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, for the remainder of the minimum period.
  - 3. The minimum service period for unbundled dedicated transport elements is monthly for DS1s and is 12 months for DS3s.
  - 4. Where rates will be based on minutes of use, usage will be accumulated in seconds at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute.
  - 5. Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.
- F. **Non-Recurring Charges**
  - 1. There are non-recurring charges for the first connection on an Cox order as well as separate non-recurring charges for each additional connection associated with the same Cox order at the same Cox

specified premises. When converting the SWBT account to Cox or between Cox and another local service provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network element account.

2. Cox will pay a non-recurring charge when an Cox adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in UNE Attachment 1.. This charge also applies to point code information provided by Cox allowing other telecommunications providers to use Cox's SS7 signaling network.
3. A service order processing (Service Order) charge will apply for each service order issued by SWBT to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled elements.

G. Maintenance of Elements

1. The network elements provided by SWBT pursuant to this Appendix will be maintained by SWBT. Cox or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than by connection or disconnection to any interface means used, except with the written consent of SWBT.
2. If trouble occurs with unbundled network elements provided by SWBT, Cox will first determine whether the trouble is in Cox's own equipment and/or facilities or those of the end user. If Cox determines the trouble is in SWBT's equipment and/or facilities, Cox will issue a trouble report to SWBT.
3. At SWBT's request, Cox will pay Time and Material charges when Cox reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. If it is subsequently determined that the trouble was caused by SWBT's facilities or equipment and SWBT failed to identify such trouble during the original dispatch, SWBT shall credit Cox for any time and material charges associated with such trouble. If false dispatches of Cox personnel become a problem, at Cox's request, the Parties agree that they shall devise corrective action..

4. Cox will pay Time and Material charges when SWBT dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SWBT or in detariffed CPE provided by SWBT, unless covered under a separate maintenance agreement.
  5. If Cox issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, the charges discussed herein will still apply.
  6. Time and Material charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.
  7. If Cox requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, Cox will pay for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.
- H. Other Pricing Terms and Conditions for Unbundled Local Switching (ULS)
1. When Cox purchases Unbundled Local Switching, SWBT will provide Cox the vertical features that the switch is equipped to provide. The usage charges will not vary regardless of which individual or combination of features are activated.. Cox will pay non-recurring charges to activate such features in association with a particular ULS Port type. There are two levels of non-recurring charges. The first will apply when the features are activated at the same time the port is established. A different non-recurring charge applies when the feature is activated subsequent to initial installation of the port.

2. Cox will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation and Call Handling and Destination) are per query and in addition to the Toll Free Database query charge, and will also be paid by Cox.
  3. Use of SWBT's SS7 signaling network will be provided for unbundled local switching as set forth in Appendix SS7. Cox does not separately order SS7 under this method. Cox will be charged for the use of the SWBT SS7 network on a per call basis when the SS7 network is used in conjunction with unbundled local switching.
  4. With Unbundled Local Switching, SWBT will make available features that require resources outside the switch, but Cox will pay additional charges (e.g., TCAP messages, SS7 Signaling, database queries, etc.) for such features.
  5. Associated with Unbundled Local Switching, Cox will pay a non-recurring and a monthly recurring charge for the establishment of common block for a particular end user served by Cox. Cox will also pay a non-recurring charge for activation of features associated with individual ports and for subsequent changes to features associated with individual ports. These non-recurring charges are separate from the service charges for service order processing.
- I. Temporary Rate Structure for Unbundled Local Switching (ULS)
1. Cox will be charged a per minute rate for each local call generated by an unbundled local ULS port, when both the originating and terminating telephone number are in the same 11 digit CLLI end office. When Cox uses a ULS port to initiate a call to a terminating number associated with a different 11 digit CLLI, Cox will pay a rate per minute for ULS plus a rate per minute for UCT transport. The parties agree to assume that SWBT's common transport network is used in this latter case.
- J. Standard Interim Structure for ULS
1. Intra Switch Calls - On calls originating and terminating in the same switch:

- a. Cox will pay ULS-O for a call originating from an ULS line or trunk port that terminates to a SWBT end user service line or any other unbundled line or trunk port which is connected to the same end office switch.
  - b. Cox will pay ULS-O for a Centrex-like ULS intercom call in which the Cox's user dials from one Centrex-like station to another Centrex-like station in the same common block defined system.
  - c. SWBT will not bill ULS-T for calls originating from a bundled line port (a line port associated with the provision of resold local service by SWBT, or associated with local service to SWBT end user) and terminating to a ULS Port.
  - d. SWBT will not bill ULS-T for Intraswitch calls originated by an unbundled ULS port even when the line to which the call is terminated is another ULS Port.
2. Inter Switch Calls - On calls not originating and terminating in the same switch:
- a. When a call originates from an ULS Port and is routed to SWBT's public network via a connection to UCT, ULS-O will apply. Charges for UCT as outlined below will also apply.
  - b. When an InterLATA toll call is initiated from an ULS port it will be routed to the end user PIC choice. ULS-O usage charges will apply to Cox in such event.,
  - c. Until IntraLATA Dialing Parity, all intraLATA toll calls initiated by ULS Port will be routed to SWBT. The Cox will pay IntraLATA toll rates for such calls. No ULS usage charges will apply to Cox in such event.
  - d. After IntraLATA Dialing Parity, IntraLATA toll calls from ULS Ports will be routed to the end user PIC choice. ULS-O charges will apply.
  - e. When Cox uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply to the ULS Port.

- f. When a call that has been routed through SWBT's public network terminates to an ULS Port, from another of the same Cox's ports or another Cox's ULS Port, ULS-T charges will apply.
- g. When a call that has been routed through SWBT's public network terminates to an ULS Port, from the bundled local exchange service of SWBT, ULS-T charges will apply.
- h. When a call terminates to an ULS Port via terminating access services provided by SWBT (e.g., FGA, FGB, FGD, WATS etc.) SWBT will assess ULS-T charges.
- i. When a call which has been routed from another network terminates to an ULS line port, ULS-T charges will apply.

### XIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

The Limitation of Liability and Indemnification provisions of the Agreement shall apply to performance under this Appendix.

# **UNE Attachment 1 Cox-Oklahoma**

	<u>Monthly/MOU Rates</u>			<u>Nonrecurring Charge</u>	
	Zone A	Zone B	Zone C	Initial	Additional
Network Interface Device (NID)					
Disconnect Loop from inside wiring, per NID	N/A	N/A	N/A	\$58.45	\$29.25
Unbundled Loops					
2-Wire Analog	\$49.30	\$27.75	\$20.70	\$47.45	\$19.80
Conditioning for dB Loss	\$7.65	\$7.65	\$7.65	\$43.00	\$16.00
4-Wire Analog	\$98.60	\$55.50	\$41.40	\$47.45	\$19.80
2-wire Digital	\$92.95	\$60.20	\$51.35	\$118.00	\$61.85
4-wire Digital	\$197.55	\$171.70	\$162.75	\$278.75	\$109.85
Loop Cross Connects					
Analog Loop to Collocation					
2-wire cross connect	\$1.95	\$1.95	\$1.95	\$68.95	\$65.65
4-wire cross connect	\$3.90	\$3.90	\$3.90	\$81.60	\$78.30
Digital Loop to Collocation					
2-wire cross connect	\$1.95	\$1.95	\$1.95	\$68.95	\$65.65
4-wire cross connect	\$10.50	\$10.50	\$10.50	\$81.60	\$78.30
Analog Loop to Multiplexer / Interoffice					
2-wire cross connect	\$4.95	\$4.95	\$4.95	\$101.40	\$93.20
4-wire cross connect	\$6.65	\$6.65	\$6.65	\$118.95	\$110.70
Digital Loop to Multiplexer / Interoffice					
2-wire cross connect	\$11.85	\$11.85	\$11.85	\$101.40	\$93.20
Analog Loop to DCS / Switch Port					
2-wire cross connect	NC	NC	NC	NC	NC
4-wire cross connect	NC	NC	NC	NC	NC
Digital Loop to DCS / Switch Port					
2-wire cross connect	NC	NC	NC	NC	NC
4-wire cross connect	NC	NC	NC	NC	NC
Local Switching					
Interim Structure					
Within the Same Central Office					
Per Originating or Terminating MOU	\$0.007598	\$0.005965	\$0.005775	N/A	N/A
Between Different Central Offices					
Per Originating or Terminating MOU	\$0.017228	\$0.013734	\$0.013480	N/A	N/A
Long Term Structure					
Per Originating or Terminating MOU	\$0.007598	\$0.005965	\$0.005775	N/A	N/A
Customized Routing	ICB	ICB	ICB	ICB	ICB
Port Charge Per Month					
Analog Line Port	\$3.00	\$3.00	\$3.00	\$80.50	\$72.25
Analog Trunk Side (DID)	\$27.45	\$27.45	\$27.45	\$147.90	—
BRI Port	\$6.70	\$6.70	\$6.70	\$13.05	\$7.15
PRI Port	\$215.70	\$215.70	\$215.70	\$431.35	\$196.45
Feature Activation per Port Type	ICB	ICB	ICB	ICB	ICB
Centrex-like System Charges	ICB	ICB	ICB	ICB	ICB
Tandem Switching					
per Minute Of Use	\$0.002822	\$0.002822	\$0.002822	—	—
Common Transport					



per Minute Of Use	\$0.000621	\$0.00039	\$0.000519	---	---
<b>Dedicated Transport</b>					
Entrance Facility:					
DS1	\$148.95	\$148.95	\$148.95	\$628.00	\$456.00
DS3	\$1,805.00	\$1,805.00	\$1,805.00	\$637.00	\$496.00
<b>Interoffice Transport:</b>					
DS1 First Mile	\$69.00	\$69.00	\$69.00	\$408.00	\$314.00
Each Additional Mile	\$17.70	\$17.70	\$17.70	N/A	N/A
DS3 First Mile	\$933.00	\$933.00	\$933.00	\$473.00	\$341.00
Each Additional Mile	\$118.00	\$118.00	\$118.00	N/A	N/A
<b>Dedicated Transport Cross Connects</b>					
Voice Grade 2-wire	NC	NC	NC	NC	NC
Voice Grade 4-wire	NC	NC	NC	NC	NC
DS0 to DCS	NC	NC	NC	NC	NC
DS1	NC	NC	NC	NC	NC
DS3	NC	NC	NC	NC	NC
<b>Digital Cross-Connect System</b>					
DCS Port Charge					
DS0	\$12.00	\$12.00	\$12.00	\$20.00	N/A
DS1	\$45.14	\$45.14	\$45.14	\$43.00	N/A
DS3	\$490.05	\$490.05	\$490.05	\$32.00	N/A
DCS Establishment Charge	N/A	N/A	N/A	\$1,722.00	N/A
Database Modification Charge	N/A	N/A	N/A	\$80.00	N/A
Reconfiguration Charge	N/A	N/A	N/A	\$1.25	N/A
<b>Service Order Charges - Unbundled Elements</b>	Simple	Complex			
New Service	\$60.00	\$247.00			
Change	\$58.00	\$138.00			
Record	\$37.00	\$115.00			
Disconnect	\$30.00	\$66.00			
<b>Maintenance of Service Charges</b>	Initial	Additional			
Basic Time	\$30.93	\$21.32			
Overtime	\$36.35	\$26.73			
Premium Time	\$41.77	\$32.15			
<b>Time and Material Charges</b>					
Basic Time	\$30.93	\$21.32			
Overtime	\$36.35	\$26.73			
Premium Time	\$41.77	\$32.15			

## **APPENDIX CNAM**

## APPENDIX CNAM

This appendix contains the terms and conditions under which SWBT and Cox, at its election, shall provide CNAM Service Query service (or equivalent service)

### 1. Definitions

- A. A-links mean a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- B. Calling Name Delivery (CNAM) service enables the terminating end user to identify the calling party by a displayed name before the call is answered. The calling party's name is retrieved from an SCP database and delivered to the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE).
- C. CNAM Service Query is SWBT's service that allows Cox to query SWBT's Calling Name database for Calling Name information in order to deliver that information to Cox's local subscribers.
- D. Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.
- E. Calling Name information means telecommunications companies' records of all their subscribers' names associated with one or more assigned ten-digit telephone numbers.
- F. Service Control Point (SCP) is a CCS network node where the Calling Name database resides.
- G. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.
- H. Service Switching Point (SSP) means the software capability within a switching point that provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.

- I. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, Cox or a third party initiating Cox's Calling Name Queries must connect with an SWBT STP in order to connect to SWBT's SCP.
- J. Common Channel Signaling (CCS) Network is an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. CNAM Queries and Response messages are transported across the CCS network.
- K. Signaling System 7 (SS7) is the signaling protocol used by the CCS network.
- L. CNAM Service Query Rate applies to each CNAM Query received at the SCP where a Party's Calling Name database resides.
- M. Query Transport Rate applies to each CNAM Query transported through a Party's interconnecting STP and between the STP and the Calling Name database. SWBT and Cox shall list their STP locations in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- N. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a Calling Name database for Calling Name information.
- O. Response means an SS7 message which when appropriately interpreted represents an answer to a Query.
- P. Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

2. Description of Service

- A. SWBT shall provide Cox Calling Name information whenever Cox initiates a Query from an SSP for such information associated with a call terminating to a CNAM subscriber.

- B. All Queries to SWBT's Calling Name database shall use a translation type of 005 and a subsystem number in the calling party field mutually agreed upon by the Parties. Cox acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Queries to its Calling Name database.
- C. Cox warrants to SWBT that it shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision CNAM Service Query (Or the equivalent thereof). Both Parties warrant that they shall send SS7 Messages that comply with ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Each party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of 180 days in advance of implementation through industry standard procedures. Each party will work cooperatively to coordinate any necessary changes.
- D. Cox acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network. Cox further agrees that SWBT, in its sole discretion, shall employ certain automatic and/or manual overload controls within its CCS/SS7 network to guard against these detrimental effects. SWBT shall report to Cox any instances where overload controls are invoked due to Cox's CCS/SS7 network and Cox agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- E. Prior to initiating service under this Agreement, Cox shall provide to SWBT an initial forecast of busy hour Query volumes. If, 180 days prior to the establishment of a mutually agreeable service effective date, in writing, SWBT, at its discretion, determines that it lacks adequate storage or processing capability to provide CNAM Service Query to Cox, SWBT shall at that time notify Cox of its intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

- F. Upon request, Cox shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. Cox shall provide such updates each year for the first three (3) years of this Agreement.
- G. SWBT provides CNAM Service Query as set forth in this Appendix only as such service is used for Cox's activities as a local service provider in SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. SWBT provides CNAM Service Query for interexchange carriers, operator service providers, and other telecommunications companies under separate contract rates. Cox agrees that any use of SWBT's LIDB for the provision of CNAM Service Query by Cox, including, but not limited to, when Cox acts as an LSP outside of SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, and/or acts as an operator service provider to other LSPs, local exchange companies, or any other telecommunications company, and/or acts as an interexchange carrier, will be pursuant to the standard terms, conditions, rates and charges of SWBT's non-LSP contracts, as revised, for CNAM Service Query.
- H. Upon ordering CNAM, Cox shall provide an interstate percentage of use (PIU) of CNAM queries. The CNAM PIU will be an average PIU based on the jurisdiction of the calls for which SWBT Calling Name Database is queried. SWBT shall apply the CNAM PIU to CNAM rates and charges. All procedures and requirements associated with PIU reporting are set forth in SWBT's FCC Tariff No. 73.

3. Price and Payment

- A. Cox shall pay a CNAM Service Query Rate of \$ 0.0115 and a Query Transport Rate of \$0.0045 for each Query initiated into SWBT's Calling Name database. Additional nonrecurring charges for point code activation of \$14.25 and service order activity of \$256.70 shall be applicable for all such activity after the initial service order and initial point code activation. The per CNAM Service Query rate SWBT charges hereunder may be increased upon one hundred twenty (120) days written notice. Upon such notice, Cox may terminate this Appendix without any termination liability as provided in Section 5(B) of this Appendix.
- B. SWBT shall record usage information for Cox's CNAM Queries terminating to SWBT's Calling Name database. SWBT shall use its SCPs as the source

of usage data. SWBT shall aggregate usage by the point code of the Query-originating SSP.

- C. Based upon the data identified in Subsection 3.B above, SWBT shall bill the Cox for its CNAM Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and Cox shall pay the Subsection 3.B bill within thirty (30) days of the bill issue date. Cox shall pay late payment charges as applicable, and as described in SWBT's Tariff FCC No. 73 which is current as of the date of Cox ordering services out of this Appendix.
- D. Depending on Cox's choice of method for transporting its Queries and responses, Cox may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions and billing for such services will be specified in the applicable tariff(s), and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- E. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each party agrees that any amount of any monthly bill that the Party disputes will be paid by that Party according to the terms of Subsection 3.C above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.C. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.
- F. If Cox acts as a telecommunications company other than a local service provider, or if Cox acts as a local service provider in areas outside of SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, Cox will designate those point codes from which it originates CNAM Service Queries as an Cox acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas from those point codes which originate CNAM Service Queries for all other aspects of its business. If Cox uses the same OPC to originate Queries for its operations as an Cox within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas as it does for any other aspect of its business, then Cox will provide SWBT with a percentage of use factor that SWBT can use to apportion Cox's traffic between SWBT's

terms and conditions, rates and charges under this Appendix and the standard terms, conditions, rates and charges under SWBT's non-Cox contracts. Cox will provide this factor in a whole number between one (1) and one hundred (100) to indicate the percentage of CNAM Service Queries Cox originates as an Cox acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 1 (one) indicates that one percent of Cox's CNAM Service Queries originate as an Cox acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 100 indicates that one hundred percent of Cox's traffic is from Cox acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- G. Such percentage of use factors will be provided by Cox on the LIDB Access Service Order Form used to establish the service. All updates to this factor will be provided via a letter. If Cox does not furnish a percentage of usage factor, Cox agrees that SWBT will apply a percentage of use factor of one percent (1%).
- H. Cox agrees to update its percentage of use factors on a quarterly basis. Effective on the first of January, April, July and October of each year, Cox will forward to SWBT, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the percentage of use factors for the past three months ending the last day of December, March, June, and September, respectively, for each OPC from which Cox originates CNAM Service Query. Both parties agree that the revised report will serve as the basis for the next three months billing. Both parties agree that no prorating or backbilling will be done based on the report. SWBT will use the revised report to apportion usage rate, monthly rates, and nonrecurring charges until a revised report is received from Cox as set forth and agreed to herein.
- I. Both parties agree that SWBT may, upon written request by Certified U.S. mail (return receipt requested), require Cox to provide call detail records which will be audited to substantiate the projected percentage of use factor provided by Cox. SWBT may request this detailed information annually. If the audit results represent what SWBT considers to be a substantial deviation from Cox's previously reported percentage of use for the period upon which the audit is based, and that deviation is not due to seasonal changes or other identifiable reasons, Cox agrees to allow SWBT to



request such call detail records more than once annually. Both parties agree that SWBT may make the call detail records available to an independent auditor or to SWBT audit employees within thirty (30) days of the request at an agreed upon location during normal business hours.

- J. Both parties agree that if Cox fails to comply with SWBT's request for auditable call detail records, SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of thirty (30) days. If at the conclusion of thirty (30) days, Cox still does not comply with this request, both parties agree that SWBT may apply an assumed percentage of use factor of one percent (1%).

4. Ownership of the Calling Name Information

- A. Telecommunications companies depositing information in a Party's Calling Name database retain full and complete ownership and control over such Calling Names information in that Calling Name database. The querying Party obtains no ownership interest by virtue of this Appendix.
- B. Cox shall not copy, store, maintain or create any table or database of any kind after initiation of, and based upon a response to, a CNAM Query to SWBT's calling name database.
- C. If Cox acts on behalf of other carriers, Cox shall use its best efforts to prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind from any Response provided by SWBT after a CNAM Query to a Calling Name database.

5. Term and Termination

- A. Unless sooner terminated, this Appendix will continue in force for two (2) years from the date of election (date on which Cox advises SWBT in writing of its intent to purchase services under this Appendix), but not to exceed three (3) years from the effective date of the Agreement. After the initial term, this Appendix shall continue in force and effect until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. Should Cox terminate this Appendix within the first six (6) months of this effective date, Cox agrees to pay SWBT an early termination sum equal to two (2) times the average monthly volume of Cox's CNAM Queries times the rate specified in Section 3(A) of this Appendix. The average monthly volume will be calculated using the previous two (2) months' volume divided by two (2) or, if less than two months, the monthly volume of the first month service was provided.
- C. If a party materially fails to perform its obligation under this appendix, the other party, after notifying the non-performing party of the failure to perform and allowing that party thirty (30) days after receipt of the notice to cure such failure, may cancel this appendix immediately upon written notice.
- D. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or Cox to terminate the Appendix, SWBT and Cox shall have no liability to the other in connection with such termination.

6. Limitation of Liability and Indemnification

In addition to the limitation of liability and indemnification provisions of the Main Agreement the following provisions shall also govern performance under this Appendix:

- A. Cox's sole and exclusive remedies against SWBT for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for CNAM Service Queries

- B. In no event shall SWBT have any liability for system outages or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Service Query purchasers.
- C. CALLING NAME INFORMATION PROVIDED TO AN Cox HEREUNDER SHALL BE PROVIDED "AS IS." SWBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SWBT SHALL NOT BE HELD LIABLE FOR ANY ACTIONS OR OMISSIONS ARISING OUT OF OR IN CONJUNCTION WITH Cox'S USE OF THE CALLING NAME INFORMATION. NOTWITHSTANDING THE FOREGOING, SWBT WARRANTS THAT Cox WILL BE ACCESSING THE SAME CALLING NAME DATABASE FOR CUSTOMER'S CNAM QUERIES AS SWBT ACCESSES FOR ITS OWN QUERIES.
- D. SWBT is furnishing access to its Calling Name database in order to facilitate the Cox's provision of Calling Name Delivery Service (CNDS) to its end users or to the end users of its Query-originating carrier customers, but not to insure against the risk of completion of a call to a CNDS subscriber without the display of the name of the caller. While each Party agrees to make every reasonable attempt to provide accurate and current Calling Name information, the Parties acknowledge that Calling Name information is the product of routine business service order activity. Cox acknowledges that SWBT can furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to Cox or to its Query-originating carrier customers, except such inaccuracies caused by SWBT 's willful or wanton misconduct or gross negligence.

The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name Information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name

followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable. Therefore, in addition to the limitations of liability set forth in Section 6 of this Appendix, SWBT is not liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to Cox or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from SWBT's willful or wanton misconduct or gross negligence.

- E. The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call basis or every call basis. Cox acknowledges its responsibility to and warrant that it will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. Cox agrees not to attempt to obtain the caller's name information by originating a Query to SWBT's Calling Name database where the subscriber attempted to block such information, nor will Cox block information a subscriber attempted to unblock.

7. Communication and Notices

- A. Ordering and billing inquiries for the services described herein from SWBT shall be directed to the Local Service Provider Service Center (LSPSC). Ordering shall be done through the LSPSC using the form attached hereto as Exhibit B.

8. Confidentiality

- A. Identification. SWBT and Cox recognize and acknowledge that, in connection with the services to be provided hereunder, it may disclose to the other party proprietary or confidential customer, technical or business information in written, graphic, oral or other tangible or intangible forms. In order for such information to be considered "Proprietary Information" under this Appendix, it must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally discussed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- B. Nondisclosure. Subject to Sections 8C through 8F, the Party (the "Receiving Party") that receives Proprietary Information from the other Party (the "Disclosing Party") agrees:
- (1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.
  - (2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligation under this Appendix.
  - (3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.
  - (4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.
  - (5) To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

- C. Required Disclosures. The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.
- D. Exceptions. Notwithstanding anything to the contrary contained in this Appendix, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information :
- (1) is already known to the Receiving Party;
  - (2) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;
  - (3) is received from a third party without similar restriction and without breach of this Section 8;
  - (4) is independently developed, produced or generated by the Receiving Party;
  - (5) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
  - (6) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.
- E. Permitted Uses. SWBT shall be permitted to use Proprietary Information obtained through recording the volume of Customer Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.

F. Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject to all applicable statutes, decisions and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

9. Mutuality

To the extent that Cox stores its own Calling Name information in a database, Cox agrees that such Calling Name information shall be available to SWBT on terms and conditions comparable to those contained in this Appendix. Such terms and conditions shall include but not be limited to, making such Calling Name information available on Cox's platform and at a rate comparable to that charged by SWBT.

10. Attached and incorporated herein are:

- |           |                                  |
|-----------|----------------------------------|
| Exhibit A | - Specifications and Standards   |
| Exhibit B | - LIDB Access Service Order Form |

## Specifications and Standards

<u>Descriptions of Subject Area and Issuing Organization</u>	<u>Document Number</u>
A. Bellcore, SS7 Specifications	TR-NPL-000246
B. ANSI, SS7 Specifications	
- Message Transfer part	T1.111
- Signaling Connection Control Part	T1.112
- Transaction Capabilities Application Part	T1.114
C. Bellcore, CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore, CCS Network Interface Specifications	TR-TSV-000905



LIDB ACCESS VALIDATION SERVICES ORDER FORM

CUSTOMER NAME \_\_\_\_\_

CARRIER CUSTOMER NAME ABBREVIATION \_\_\_\_\_  
(CCNA - THREE ALPHA CHARACTERS)

CUSTOMER ADDRESS \_\_\_\_\_

CUSTOMER BILLING NAME \_\_\_\_\_  
(IF DIFFERENT THAN CUSTOMER NAME)

ACCESS CUSTOMER NAME ABBREVIATION \_\_\_\_\_  
(ACNA - THREE ALPHA CHARACTERS)

CUSTOMER BILLING ADDRESS \_\_\_\_\_  
(IF DIFFERENT THAN CUSTOMER ADDRESS)

CITY, STATE, ZIP CODE \_\_\_\_\_

CUSTOMER BILLING CONTACT NAME AND TELEPHONE NUMBER \_\_\_\_\_

CREDIT INFORMATION: TYPE OF OWNERSHIP \_\_\_\_\_  
(S - SOLE OWNER; C - INCORP.; P - PARTNERSHIP)

IF INCORPORATED:  
STATE WHERE INCORP. \_\_\_\_\_ DATE INCORP. \_\_\_\_\_

CHARTER NUMBER \_\_\_\_\_

PRES. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

V.P. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

SECT. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

TREA. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

IF PARTNERSHIP:  
PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

LETTER OF AGENCY DATED \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SWBT ORDER NUMBER \_\_\_\_\_

DESIRED DUE DATE \_\_\_\_\_ FIRM DUE DATE \_\_\_\_\_